

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE K.BALAKRISHNAN NAIR

TUESDAY, THE 16TH JANUARY 2007 / 26TH PAUSHA 1928

WP(C).No. 5557 of 2004(J)

PETITIONER:

**C.P.RAVINDRAN S/O.ACHUTHAN,
AGED ABOUT 58 YEARS, ENGINEERING CONTRACTOR,
"CHAITHANYA", KANNUR.**

**BY ADV. SRI.V.RAJAGOPAL
SRI.G.MOHAN**

RESPONDENTS:

- 1. INDIAN OIL CORPORATION LTD., REPRESENTED
BY ITS GENERAL MANAGER, MARKETING DIVISION,
SOUTHERN REGION, INDIAN OIL BHAVAN 139, MAHATMA
GANDHI ROAD, CHENNAI - 600 034.**
- 2. DEPUTY GENERAL MANAGER,
INDIAN OIL CORPORATION LTD., (ENGINEERING)
MARKETING DIVISION, SOUTHERN REGION,
INDIAN OIL BHAVAN, 139, MAHATMA GANDHI ROAD,
CHENNAI - 600 034.**
- 3. SENIOR DIVISIONAL MANAGER,
INDIAN OIL CORPORATION LTD., MARKETING DIVISION,
PANAMPILLY NAGAR P.O., KOCHI-82 036.**

**BY ADV. SRI.ANTONY DOMINIC
SRI.E.K.NANDAKUMAR
SRI.A.K.JAYASANKAR NAMBIAR, S.C.
SMT.PRIYA MAHESH
SMT.PRIYA MANJOORAN**

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD
ON 16/01/2007, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:**

K.BALAKRISHNAN NAIR, J.

W.P.(C) NO. 5557 OF 2004-J

JUDGMENT

The petitioner was a contractor, who was awarded two works by the Indian Oil Corporation. On the basis of the alleged default from the part of the petitioner in the performance of those contracts, an amount of Rs. 13566/- and Rs.9965/- respectively were recovered from him under Exts.P6 and P8. Apart from that security deposit of Rs.20,000/- lying with the IOC was also not released. Hence this Writ Petition, challenging Exts.P6 and P8 and also seeking consequential reliefs.

2. I heard the learned standing counsel for the IOC. He, relying on Ext.P12 reply notice furnished by the IOC's counsel, submitted that the work in relation to which Ext.P6 was issued, was not completed by the petitioner within the stipulated time limit. In fact, he completed only 17% of the work. As per the terms of the contract, the IOC was entitled to recover 10% of the value of the completed work. So, an amount of Rs.13,500/- was recovered as liquidated damages under Ext.P6. Regarding the work in relation to which Ext.P8 was issued, the petitioner could not complete the work in time. There was a delay of two weeks. Therefore, as

per the terms of the contract, liquidated damages to the tune of Rs.9965/- was recovered. It is also submitted that the security deposit furnished by the petitioner will be refunded to him in accordance with the Rules.

3. This is a dispute arising under a contract. In such matters, this Court can consider granting relief only on admitted or proven facts. Whether the deductions made by the IOC were justified on the facts of the case, is not a matter which could be adjudicated by this Court under Article 226 of the Constitution of India. The petitioner's remedy lies elsewhere. His right to approach other forums is kept open. But, the claim of the petitioner for refund of the security deposit of Rs.20,000/- shall be settled by the competent authority among the respondents within one month from the date of production of a copy of this judgment.

The Writ Petition is disposed of as above.

16th January, 2007.

K.BALAKRISHNAN NAIR, JUDGE.

Nm/